

**SOUTH FORK UNION SCHOOL DISTRICT  
CONTRACT OF EMPLOYMENT  
SUPERINTENDENT/PRINCIPAL  
(July 1, 2018 – June 30, 2022)**

This Contract of Employment ("Contract") is entered into by the Governing Board of the South Fork Union School District of Kern County, California ("Board" or "District") and Kimberly Kissack-Villani ("Superintendent/Principal").

**RECITALS**

A. Superintendent/Principal is currently employed by District under a Contract of Employment for the period July 1, 2016, through June 30, 2019 (the "2016-19 Employment Contract").

B. Education Code Section 35031 permits a school district governing board to terminate the existing term of employment and employment contract for a superintendent effective on the next succeeding July 1, with the consent of the employee, and reemploy the superintendent for a new term to commence on the effective date of the termination of the existing term of employment.

C. The parties wish to terminate the 2016-19 Employment Contract and to reemploy Superintendent/Principal for an extended term, effective July 1, 2018, on the terms and conditions mutually agreed by the parties.

**TERMS**

1. **Termination of Current Term of Employment and Reemployment for New Term.** Pursuant to its action duly taken in an open session of a regular public board meeting on June 14, 2018, and recorded in its official records of proceedings, and with the consent of Superintendent, Board hereby terminates the existing term of employment of Superintendent/Principal and the 2016-19 Employment Contract effective July 1, 2018, and reemploys Superintendent/Principal for a term commencing July 1, 2018, and continuing through June 30, 2022.

2. **Salary.** Board agrees to pay Superintendent/Principal an annual salary of \$117,233 payable in 12 equal monthly installments, representing Step 1 on the salary schedule for the position of Superintendent/Principal, a copy of which is attached to this Contract and incorporated by reference. Superintendent/Principal will advance one step on the attached salary schedule each subsequent July 1 during the term of this Contract.

Board reserves the right to increase salary and/or benefits for any period of this Contract. Board may deduct or withhold from Superintendent/Principal's salary any and all sums required for federal income taxes and all federal, state, or local taxes, and withholdings,

including contributions to the State Teachers Retirement System, which are now applicable or become applicable in the future.

3. **Workdays.** Superintendent/Principal shall work 225 days during each fiscal year, excluding holidays, Saturdays, and Sundays. If necessary, Superintendent/ Principal may work additional days during a given fiscal year and may carry over any excess workdays to the following fiscal year, provided that no more than 10 excess workdays shall be accumulated in the aggregate during the term of this Contract. In the event this Contract is terminated for any reason, permitted accumulated excess workdays shall be deemed a terminal benefit to Superintendent/Principal at the rate existing on the termination date.

4. **Chief Administrative Officer.** Superintendent/Principal shall serve as the chief administrative officer of the District, which includes administration of the District's instructional program, business affairs, personnel services, and property management functions with the assistance of staff personnel, along with any other duties specified in board policy and any job description for the position. Among other things, this shall include nomination for employment and assignment of all employees in accordance with the laws of the state of California and the appropriate rules and regulations of the state and those of the Board of the District, as well as recommendations concerning discipline and dismissal of employees. In addition, Superintendent/Principal shall:

- A. Review all policies adopted by District's Board and make appropriate recommendations to the Board;
- B. Evaluate or cause to be evaluated all district employees as required by law and district policy;
- C. Advise the Board of all possible funding sources that might be available to implement present or contemplated district programs;
- D. Establish and maintain positive community, staff, and board relations;
- E. Serve as liaison to the Board with respect to employer-employee relations and make recommendations to the Board concerning those matters; and
- F. Recommend district goals and objectives for the ensuing year or years.

In addition, due to District's size, Superintendent/Principal shall undertake additional duties as Principal, which shall be ancillary to the superintendency. In that capacity, Superintendent/Principal shall be responsible for direction of the instructional program, supervision and evaluation of site staff, participation in staff, student, and parent activities and community leadership, monitoring student progress, ensuring proper administration of student discipline rules and regulations, conducting IEP meetings as appropriate, enforcing attendance laws and such other duties as are typically performed by an elementary/middle school principal and reflected in any job description for the position adopted by the District. Termination of this contract for any reason shall be effective as



to both the superintendency and principalship, notwithstanding Education Code Section 44951.

5. **Evaluation.** Board shall discuss its working relationship with Superintendent/Principal and her job performance on an as-needed basis at regular or special meetings. At least once a year, a portion of the meeting shall be devoted to (a) formal criteria to be used to evaluate Superintendent/Principal, (b) an oral and written evaluation of Superintendent/Principal's performance, (c) a review of Superintendent/Principal's salary and benefits, and (d) discussion of goals and objectives for the succeeding year. Board's failure to conduct an evaluation under this section shall not prevent Board from acting to terminate the employment of Superintendent/Principal if Board determines, in its discretion, that such action is warranted. Discussion of these issues shall take place in a closed session; provided that board discussion of salary and benefits must occur either in an open session of a regular board meeting or in the context of a closed session in which Board may instruct its labor negotiators outside Superintendent/Principal's presence.

6. **Devotion of Professional Services.** Superintendent/Principal shall give her exclusive professional services to the District during the period of time her services are to be rendered, except as otherwise provided in this Contract. However, Superintendent/Principal may undertake consultative professional work, engage in speaking for hire, write, lecture, or engage in other professional undertakings, provided those activities do not, in the exclusive judgment of Board, tend to impair the effectiveness of Superintendent/Principal. Superintendent/Principal may retain any income which may be derived from these activities.

7. **Health and Welfare Benefits and Leaves.**

A. Health and Welfare Benefits. Superintendent/Principal shall be entitled to those health and welfare benefits provided to District's certificated employees.

B. Sick Leave. Superintendent/Principal shall be entitled to 12 sick leave days per fiscal year or pro rata amount thereof based upon the accrual of one sick leave day for each full calendar month of service. Superintendent/Principal shall also be entitled to accumulate unused sick leave from year to year without limitation. Upon termination of this Contract, Superintendent shall not be entitled to compensation from District for any unused sick leave.

C. Other Leave. Superintendent/Principal shall be entitled to any personal necessity, bereavement, or other leaves provided to District's certificated employees by law or policy.

8. **Use of Automobile and Automobile Allowance.** Superintendent/Principal shall be required to maintain her own vehicle for all travel related to district business and maintain property damage and liability insurance for her vehicle in at least the minimum amounts required by law. Superintendent/Principal shall be solely responsible for all expenses to maintain and insure her personal vehicle and shall provide proof of insurance.

9. **Business Expenses.** Superintendent/Principal shall be reimbursed for all actual and necessary business expenses, including travel-related expenses permitted by district policy or incurred with prior approval of the Board of Trustees, such as mileage reimbursement at the IRS rate. Superintendent/Principal shall provide appropriate documentation to support expenses for which reimbursement is requested.

10. **Termination.** This Contract may be terminated prior to its expiration date on the basis of any of the following:

A. *Mutual Agreement.* The parties may terminate the Contract by mutual written consent at any time.

B. *Termination for Cause.* District may terminate this Contract for cause at any time based on one or more of the following: (1) any of the grounds enumerated in Education Code Section 44932 (whether or not a prior notice of unsatisfactory conduct or notice of unsatisfactory performance was issued); (2) any failure by the Superintendent/Principal to perform the responsibilities set forth in this Contract or as specified in the Superintendent/Principal's job description; (3) breach of any provision of this Contract; or (4) any other reason constituting cause for termination of this Contract.

Prior to exercising this option, Board shall give Superintendent/Principal written notice of its intention with a statement of the specific acts and/or omissions that give rise to the proposed action. No action shall be taken on a proposed termination for cause until Superintendent/Principal has had an opportunity to meet with Board to be heard by way of explanation and/or defense. Superintendent/Principal may be represented by counsel at the meeting, at her expense. The meeting with the Board shall not be an evidentiary hearing and neither side shall be entitled to call witnesses. Any decision to terminate for cause shall be effective upon the date determined by Board.

C. *Nonrenewal by District.* Board may elect not to renew this Contract for any reason by providing Superintendent/Principal with 45 days' written notice prior to expiration of this Contract, in accordance with Education Code Section 35031.

D. *Early Termination by District.* Upon a determination that it is in the best interests of the District to obtain a new chief administrative officer, at Board's sole discretion and in exchange for the compensation provided in this subsection, Board may terminate this Contract prior to expiration of its term. Prior to exercising this option, Board shall give Superintendent/Principal an opportunity to meet with Board to discuss its intentions. However, no cause need be alleged or demonstrated other than Board's determination that such action is in the best interest, of the District.

(1) In the event Board exercises this option, Superintendent/Principal agrees to relinquish/waive any and all claims and/or legal actions against District, including but not limited to any claims/actions under this Contract, in exchange for an amount calculated by multiplying the number of months remaining on this Contract by Superintendent/Principal's monthly salary (see Section 2), at the



time of Board's decision. However, in no event shall the amount paid to Superintendent/Principal exceed an amount equivalent to 12 months' salary. In exercising this option, District is not obligated to provide health and welfare benefits beyond the termination date.

(2) Payments to Superintendent/Principal shall be made on a monthly basis unless the parties agree otherwise in writing. As a condition of receiving those monthly payments, Superintendent/Principal shall immediately seek and continue to seek other employment in good faith and shall immediately notify District in writing if she earns income from any employment-related source. Any such sums shall be subtracted from any monthly payments remaining due under this subsection D.

E. *Termination of Status as Certificated Employee.* Superintendent/Principal's status as a permanent or probationary certificated employee of the District, as applicable, may be terminated in accordance with applicable provisions of law.

**11. Limitation on Cash Settlement and Noncash Benefits Upon Termination.** The parties acknowledge that pursuant to the requirements of state law (Government Code Sections 53260-53261), the following restrictions apply:

A. In the event this Contract is terminated for any reason, no cash settlement may be made in an amount which exceeds the salary remaining under the Contract or salary for 12 months, whichever is less.

B. In the event this Contract is terminated for any reason, no noncash benefit may be conferred in settlement except for employer-paid health benefits which may be provided for a period not to exceed the monthly period by which any cash settlement is measured. In any event, employer-paid health benefits shall be discontinued if and when the employee obtains other employment before the measuring period has expired.

C. Notwithstanding the provisions of subsections A and B above, if the Board, including an administrator appointed by the Superintendent of Public Instruction, terminates this Contract, Board may not provide a cash or noncash settlement to Superintendent/Principal in an amount greater than Superintendent/Principal's monthly salary multiplied by zero to six if Board believes, and subsequently confirms, pursuant to an independent audit, that Superintendent/Principal has engaged in fraud, misappropriation of funds, or other illegal fiscal practices. The amount of the cash settlement described in this subsection shall be determined by an administrative law judge after a hearing.

The foregoing provisions reflect statutory limitations on the legal rights and authority of the parties and are not intended as a settlement commitment or guarantee by either party. In the event of early termination by District under Section 10.D (Termination-Early Termination by District), more restrictive contractual restrictions apply.

**12. Reimbursement Upon Conviction of Abuse of Office.** Pursuant to Government Code Sections 53243-53243.4, if District provides funds to Superintendent/ Principal for any of the following purposes, Superintendent/Principal shall fully reimburse District in the event she is convicted of a crime involving abuse of office or position as defined in Government Code Section 53243.4:

- A. Paid leave salary pending an investigation;
- B. Payment for legal criminal defense of Superintendent/Principal; or
- C. Any cash settlement related to the termination of Superintendent/Principal's employment.

**13. Notification of Renewal.** Not later than 90 days prior to the termination date of this Contract (including any extensions), Superintendent/Principal shall in writing notify each member of the Board of the provisions of Education Code Section 35031 and the fact that this Contract is automatically renewed for a term of the same length as the one completed, under the same terms and conditions and with the same compensation, unless Board gives written notice of nonrenewal to Superintendent/Principal at least 45 days prior to its expiration. Superintendent/Principal's failure to give notice required by this section constitutes a material breach of the terms of employment.

**14. Credentials and Certifications.** Superintendent/Principal certifies that she possesses and will maintain during the entire term of this Contract valid and appropriate credentials and certifications to act as Superintendent/Principal as required by law.

**15. Notification of Status as Finalist in Employment Search.** Superintendent/Principal shall immediately notify Board in writing if she becomes a finalist for employment outside District.

**16. Review of Contract.** Superintendent/Principal has had the opportunity to obtain independent legal or other professional advice with regard to this Contract and the consequences that flow from it, including tax and retirement consequences.

**17. Governing Laws/Severance.** This Contract shall be construed in accordance with and governed by the laws of the state of California. Should any provision of this Contract be found invalid by a court of competent jurisdiction, the remaining provisions shall nevertheless remain in full force and effect.

**18. Modification.** This Contract cannot be changed or supplemented orally, and may be modified or superseded only by a written instrument executed by both parties.

**19. Entire Agreement.** This Contract constitutes the entire agreement and understanding between the parties. There are no other oral understandings, terms, or conditions, and neither party has relied upon any representation, express or implied, not contained in this



Contract. All prior understandings, terms, conditions are deemed merged into this Contract.

20. **Successors and Assigns.** Both parties hereby agree and represent that this Contract shall bind and benefit their heirs, successors, assigns, and each of them, and that each party has full power and authority to execute this Contract.

This Contract is executed at Weldon, Kern County, California.

SUPERINTENDENT/PRINCIPAL

GOVERNING BOARD OF THE  
SOUTH FORK UNION SCHOOL DISTRICT

  
KIMBERLY KISSACK-VILLANI

By:   
DALE CREIGHTON, President

Date: June 14, 2018

Date: June 14, 2018

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APPROVED AS TO FORM  
SCHOOLS LEGAL SERVICE

*Grant Herndon*  
General Counsel

June 7, 2018

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**SOUTH FORK UNION SCHOOL DISTRICT  
SALARY SCHEDULE  
DISTRICT SUPERINTENDENT**

STEP	SALARY
1	\$117,233
2	\$118,991
3	\$120,776
4	\$122,587